

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE:	.	Case No. 11-10219-mew
	.	
KENNETH IRA STARR,	.	Chapter 7
	.	
Debtor.	.	
. . . . .	.	
ROBERT L. GELTZER,	.	Adv. Proc. 14-01934-mew
AS CHAPTER 7 TRUSTEE,	.	
	.	
Plaintiff,	.	
v.	.	
JOAN TOBIN and MAURICE TOBIN,	.	
	.	
Defendants.	.	
. . . . .	.	
ROBERT L. GELTZER,	.	Adv. Proc. 14-02065-mew
AS CHAPTER 7 TRUSTEE,	.	
	.	
Plaintiff,	.	
v.	.	
FRED P. HOCHBERG,	.	
	.	
Defendant.	.	
. . . . .	.	
ROBERT L. GELTZER,	.	Adv. Proc. 14-02394-mew
AS CHAPTER 7 TRUSTEE,	.	
	.	
Plaintiff,	.	
v.	.	
TURNBERRY ASSOCIATES,	.	
	.	
Defendant.	.	
. . . . .	.	
ROBERT L. GELTZER,	.	Adv. Proc. 14-02395-mew
AS CHAPTER 7 TRUSTEE,	.	
	.	
Plaintiff,	.	
v.	.	
HAROLD EVANS and TINA BROWN	.	
	.	
Defendants.	.	
. . . . .	.	





ROBERT L. GELTZER,	.	Adv. Proc. 14-15-01100-mew
AS CHAPTER 7 TRUSTEE,	.	
	.	
Plaintiff,	.	
v.	.	
	.	
KEITH BARISH,	.	
	.	
Defendant.	.	
. . . . .	.	
ROBERT L. GELTZER,	.	Adv. Proc. 14-15-01104-mew
AS CHAPTER 7 TRUSTEE,	.	
	.	
Plaintiff,	.	
v.	.	
	.	
SARAH B. HRDY, AS TRUSTEE OF	.	One Bowling Green
THE CAMILLA ALEXANDRA HRDY	.	New York, NY 10004-1408
ART IV C. TRUST, et al,	.	
	.	Wednesday, June 24, 2015
Defendants.	.	10:39 a.m.
. . . . .	.	

TRANSCRIPT OF MOTION TO APPROVE SETTLEMENT STIPULATION;  
ADVERSARY PROCEEDING: 14-01934-MEW GELTZER V. TOBIN ET AL  
MOTION BY TRUSTEE TO APPROVE SETTLEMENT BETWEEN  
TRUSTEE AND DEFENDANTS;  
ADVERSARY PROCEEDING: 14-01934-MEW GELTZER V. TOBIN ET AL  
PRE-TRIAL CONFERENCE;  
(CONTINUED)  
**BEFORE THE HONORABLE MICHAEL E. WILES**  
**UNITED STATES BANKRUPTCY COURT JUDGE**

APPEARANCES CONTINUED

Audio Operator: K. Harris, ECRO

Transcription Company: Access Transcripts, LLC  
10110 Youngwood Lane  
Fishers, IN 46038  
(855) 873-2223  
[www.accesstranscripts.com](http://www.accesstranscripts.com)

Proceedings recorded by electronic sound recording,  
transcript produced by transcription service.

TRANSCRIPT OF (CONTINUED)

ADVERSARY PROCEEDING: 14-02065-MEW GELTZER V. HOCHBERG  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02394-MEW GELTZER V. TURNBERRY  
ASSOCIATES, PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02395-MEW GELTZER V. EVANS ET AL  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02396-MEW GELTZER V. IM READY MADE LLC  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02397-MEW GELTZER V. SOFFER  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02399-MEW GELTZER V. FIREMAN ET AL  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02400-MEW GELTZER V. BROADWAY VIDEO  
ET AL, PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02413-MEW GELTZER V. SRJ, INC.  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02416-MEW GELTZER V. JAFFE TANE  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02415-MEW GELTZER V. JAFFE TANE  
MOTION BY DEFENDANT TO DISMISS COMPLAINT;  
ADVERSARY PROCEEDING: 14-02429-MEW GELTZER V. CHOP CHOP  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-02430-MEW GELTZER V. WEINSTEIN  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 14-01100-MEW GELTZER V. BARISH  
PRE-TRIAL CONFERENCE;  
ADVERSARY PROCEEDING: 15-01104-MEW GELTZER V. SARAH B. HRDY,  
AS TRUSTEE OF THE CAMILLA ALEXANDRA HRDY ART IV C. TRUST  
PRE-TRIAL CONFERENCE

APPEARANCES: (Continued)

Chapter 7 Trustee: Law Offices of Robert L. Geltzer  
By: ROBERT L. GELTZER, ESQ.  
1556 Third Avenue  
New York, NY 10128  
(212) 410-0100

For the Trustee: Law Offices of Robert L. Geltzer  
By: MARK E. BRUH, ESQ.  
1556 Third Avenue  
New York, NY 10128  
(212) 410-0100

Tarter Krinsky & Drogin  
By: ROBERT A. WOLF, ESQ.  
GREGORY J. SKIFF, ESQ.  
1350 Broadway, 11th Floor  
New York, NY 10018  
(212) 216-8000

APPEARANCES: (Continued)

For Chop Chop and  
Harvey Weinstein:

Fox Rothschild, LLP  
By: KATHLEEN AIELLO, ESQ.  
100 Park Avenue, Suite 1500  
New York, NY 10017  
(212) 878-7900

For Harold Evans:

Boies, Schiller & Flexner, LLP  
By: SCOTT E. GANT, ESQ.  
5301 Wisconsin Avenue, N.W.  
Washington, DC 20015  
(202) 237-2727

For Susan Jaffe Tane:

The Solovay Practice  
By: NORMAN SOLOVAY, ESQ.  
260 Madison Avenue, 15th Floor  
New York, NY 10016  
(646) 278-4295

TELEPHONIC APPEARANCES:

For Keith Barish:

Bilzin Sumberg Baena Price & Axelrod  
By: JEFFREY I. SNYDER, ESQ.  
SCOTT BAENA, ESQ. (Telephonic)  
1450 Brickell Avenue, Suite 2300  
Miami, FL 33131  
(305) 375-6148

For Harold Evans:

Boies, Schiller & Flexner, LLP  
By: COLLEEN A. HARRISON, ESQ.  
26 South Main Street  
Hanover, NH 03755  
(603) 643-7914

For Turnberry Associates,  
Jacqueline Soffer, and  
Maurice and Joan Tobin:

Kelley Drye & Warren LLP  
By: JASON ALDERSON, ESQ.  
101 Park Avenue  
New York, NY 10178  
(212) 808-7800

ALSO APPEARING:

From The Weinstein  
Company:

CHARLIE PRINCE, Vice President  
375 Greenwich Street, 3rd Floor  
New York, NY 10013  
(212) 590-7883

Regarding the  
Hrды matter:

MITCHEL V. CRANER  
60 East 42nd Street  
New York, NY

1 (Proceedings commence at 10:38 a.m.)

2 THE COURT: Kenneth Starr.

3 MR. GELTZER: Morning, Your Honor. I'm Robert L.  
4 Geltzer, the trustee, and my firm is counsel to me as trustee.  
5 This is the first time I have the honor of appearing before  
6 you, so I'd like to welcome you to the bench, Your Honor.

7 THE COURT: Thank you.

8 MR. GELTZER: Your Honor, as you know, we have  
9 several adversary proceedings. Tell me if you would, please,  
10 do you want them handled in the numerical order as they appear  
11 on the agenda that was sent to you or do you want Mr. Wolf and  
12 Mr. Bruh from my office to be going up and down? Whatever your  
13 preference is.

14 MR. BRUH: Because certain of the hearings are  
15 handled by us, I'll --

16 MR. GELTZER: Yeah. How would you like it done?

17 THE COURT: Do it whatever way is most efficient for  
18 the attorneys who need to speak, so --

19 MR. GELTZER: Okay. Then we'll begin with Mr. Wolf,  
20 but you may want other appearances.

21 THE COURT: We'll take appearances as people speak.

22 MR. GELTZER: Okay, thank you.

23 THE COURT: Thank you. Mr. Wolf.

24 MR. WOLF: Good morning, Your Honor. Robert A. Wolf,  
25 Tarter Krinsky & Drogin. We are special litigation counsel to



1 the trustee. Also with me from my office, Your Honor, this  
2 morning near the table, Gregory Skiff --

3 MR. SKIFF: Morning, Your Honor.

4 THE COURT: Good morning.

5 MR. WOLF: -- and I'm going to also introduce to Your  
6 Honor a summer associate working with our program this summer,  
7 Rachel Klein, who's going through her third year of Cardozo Law  
8 School.

9 THE COURT: Good morning.

10 MR. WOLF: Your Honor, if I may, I'd like to address  
11 the first matter on the agenda, which is a Rule 9019 motion for  
12 approval by Your Honor of a settlement in excess of \$865,000  
13 relating to a state court litigation brought on behalf of the  
14 trustee against 170 East End Avenue, LLC.

15 Very quick background, Your Honor. The debtor,  
16 Kenneth Starr, had made a downpayment several years prior to  
17 the petition date in the amount of \$1.39 million for the  
18 purchase of a condominium unit, penthouse condominium unit, up  
19 on East End Avenue on the upper east side of Manhattan. He did  
20 that through an entity called Pastar, P-A-S-T-A-R, LLC, which  
21 he was the 100-percent owner of. So upon the filing of the --  
22 of his petition and him being judged a debtor, the 100-percent  
23 membership interest in Pastar became an asset of the estate.

24 There was a dispute with regard to the purchase  
25 contract for that condominium. Mr. Starr took the petition





1 that noise emanating from rooftop structures of the building  
2 were in excess of the New York City noise code and were  
3 preventing him from having quiet enjoyment of what was to be  
4 his condominium unit. There was an actual expert report  
5 prepared by a noise expert that he had retained. The  
6 condominium owner/seller also had its own report done, which  
7 was in conflict, of course, with that of Mr. Starr.

8 THE COURT: What a surprise.

9 MR. WOLF: What a surprise. The money -- the  
10 downpayment was held in escrow. Mr. Starr refused to close on  
11 the contract. The condominium developer, which was the seller  
12 under the unit, took the position that the contract was  
13 terminated and had retained the downpayment. The downpayment  
14 has been held actually in the escrow account of the seller's  
15 attorneys, Stroock & Stroock & Lavan, for a number of years now  
16 and has accrued interest. It's up in excess of 1.4 million  
17 now.

18 We brought the lawsuit on behalf of the trustee in  
19 state supreme court. We are counting. There was an answer to  
20 the complaint. The defendant started a counterclaim for  
21 declaratory judgment. It was entitled to retain the  
22 downpayment. We had brief exchange of document discovery  
23 before the depositions had even begun. We started settlement  
24 negotiations, and those negotiations culminated in the  
25 agreement whereby the estate will receive 60 percent, six-oh



1 percent, of the downpayment amount, which amount now, with  
2 interest accruing, to in excess of \$865,000.

3 We're avoiding any further discovery. We're avoiding  
4 motion practice. We're avoiding a likely trial where there  
5 would be a battle between the noise experts. We submit this is  
6 a very beneficial settlement for the estate without the need to  
7 incur any further litigation expenses. There has been no  
8 opposition to the motion, and we would ask Your Honor to  
9 approve the settlement.

10 THE COURT: Okay. Does anybody else wish to be heard  
11 as to this motion? All right. I will -- oh, I'm sorry. Is  
12 there anybody on the phone who wishes to be heard?

13 (No audible response)

14 THE COURT: All right. I'm prepared to approve the  
15 settlement.

16 MR. WOLF: Thank you, Your Honor. May we submit an  
17 order --

18 THE COURT: Yes.

19 MR. WOLF: -- by email to chambers? Thank you very  
20 much, Your Honor.

21 There are two other settlements through 9019 motions  
22 this morning, and with Your Honor's permission, Mr. Bruh will  
23 address those.

24 THE COURT: Okay.

25 MR. BRUH: Your Honor, for the record, Mark Bruh for



1 Robert Geltzer, Chapter 7 trustee. Our firm has several  
2 matters next, so I'll go through all those, the first of which  
3 is the settlement pursuant to Rule 9019 against Maurice and  
4 Joan Tobin, 14-01934. This settlement is for \$15,000. Those  
5 funds have been paid to the estate.

6           The background here is we had brought the adversary  
7 proceeding seeking \$100,000 in connection with unpaid  
8 receivables owed to the debtors. At first, she was joined and  
9 we exchanged documents informally with the defendant's counsel.  
10 It was learned that this -- the receiver in this case, before  
11 it came into bankruptcy, had pursued this receivable and had  
12 reached a settlement with these defendants, but the defendant  
13 alleges it was a global settlement. The receiver was settling  
14 a claim of \$50,000, not \$100,000.

15           So in light of that, we -- I had discussions with the  
16 defendant. We actually exchanged its position statements,  
17 briefing accord and satisfaction. We went over the issue of  
18 was this a global settlement, did it encompass the full amount  
19 or not, and ultimately we disagreed, but we agreed we should  
20 settle it so we didn't have to incur further costs in the case.

21           The motion has been served on all parties in  
22 interest. There's been no opposition. We ask that Your Honor  
23 approve this settlement.

24           THE COURT: Okay. Anybody wish to be heard on this?

25           (No audible response)



1 THE COURT: All right. Submit an order. I'm  
2 prepared to approve it.

3 MR. BRUH: Thank you, Judge.

4 The next settlement, Your Honor, I just listed it in  
5 the settlement book. It is not on for today. It's on for a  
6 July 21st return date in the adversary 14-02399, but it's on  
7 the Court's calendar for a pretrial. So those papers have been  
8 filed, served, and we have that return date cleared with your  
9 chambers.

10 Return to the second prong on our agenda, the matters  
11 settled in principle, and these matters are also on the Court's  
12 calendar for pretrial conferences. The motions have not been  
13 filed. Certain of them have been prepared. Let me go through  
14 them.

15 The first one is 14-02065 against Fred Hochberg. The  
16 settlement is for \$10,000, and I'll do a further -- I will tell  
17 the Court more when we file the motion before Your Honor.  
18 Excuse me, I can tell --

19 THE COURT: Is that going to be on the same date as  
20 the last?

21 MR. BRUH: We will try to put that on the 21st. I  
22 can tell you the check is in the mail and the stip has been  
23 signed. I was emailed a PDF of both of those, so we can get  
24 the motion filed next week. I believe that we can use the 21st  
25 return date.



1 THE COURT: Okay.

2 MR. BRUH: The next two matters are related matters,  
3 the Turnberry Associates and Soffer. Those matters will be --  
4 if the Court allows us to be put on this July 21st date.

5 THE COURT: Turnberry and which other one?

6 MR. BRUH: The one below it, Jacqueline Soffer.

7 THE COURT: Okay.

8 MR. BRUH: We have received the settlement funds.  
9 The stip has been signed and the motions, I believe, are to be  
10 served this week, so it will be able to be put on the 21st with  
11 the firing matter.

12 THE COURT: Okay.

13 MR. BRUH: The last matter, Broadway Video, we  
14 settled that one in principle. I received comments to the  
15 stipulation of settlement. I just have to circulate it back to  
16 the defendant, make sure we agree on just the payment terms and  
17 certain reliefs. I'm confident that'll get done. I'm not so  
18 sure that I'll be able to put this one on for the 21st, so if  
19 not, I'll contact your chambers and get another date --

20 THE COURT: Okay.

21 MR. BRUH: -- for the future.

22 This is the part, Your Honor, now that we're just  
23 going to jump a bit, and the next matter that our office is  
24 handling are the -- are also two related matters, 14-02429 and  
25 14-02430, Chop Chop and Harvey Weinstein. Counsel for the



1 defendants are here, so they want to put their name on the  
2 record.

3 MS. AIELLO: Good morning, Your Honor. Kathleen  
4 Aiello from Fox Rothschild. We're counsel of record to both  
5 Chop Chop and Harvey Weinstein. With me today in the court is  
6 Charlie Prince, who is an attorney for the Weinstein Company.

7 MR. PRINCE: Good morning.

8 THE COURT: Good morning.

9 MR. WOLF: Your Honor, I thought we were going to be  
10 able to settle these matters. One, we were contemplating a  
11 dismissal of the Chop Chop -- Chop Chop is related into the  
12 Weinstein matter -- after we exchanged documents informally and  
13 it was learned that the claim of Chop Chop was perhaps subsumed  
14 in the Weinstein matter, so we were trying to resolve both of  
15 these. Just the other day, settlement talks broke down in this  
16 matter. I note discovery pursuant to the Court's order ended  
17 June 16th, so we're prepared to go forward and go to trial in  
18 this matter because I don't think it can be resolved.

19 And if you want to hear from defense counsel --

20 THE COURT: Okay. Did I or somebody before me give  
21 you a specific date for a final pretrial conference or trial  
22 dates, anything?

23 MR. WOLF: We have not. The scheduling order said  
24 discovery ends June 16th provided there's good cause, and we'd  
25 like to argue for good cause to extend it, Your Honor, which we



1 are ready to go to trial, once again.

2 THE COURT: Okay. I'll hear from the defendants.

3 MR. PRINCE: Your Honor, I'm Charlie Prince. I work  
4 for Harvey Weinstein.

5 Your Honor, settlement discussions have been ongoing  
6 and we've exchanged documents informally, as Mr. Bruh  
7 mentioned. We'd hoped to be further along in our settlement  
8 discussions at this point in reaching a resolution. Of course,  
9 that didn't happen. We've only just answered, and with your  
10 permission, we'd like to request additional time for discovery.

11 THE COURT: When was the lawsuit commenced?

12 MS. AIELLO: Your Honor, the lawsuit was first  
13 commenced in December of last year, 2014. Yes, and the answer  
14 was filed in late May.

15 THE COURT: Okay. And the order that scheduled a  
16 discovery cutoff of June 16th, when was that entered?

17 MR. WOLF: Your Honor, if I may, that was entered  
18 subsequent to the last pretrial conference in March, so I would  
19 say probably April. I had informed the Court at that time  
20 there had been ongoing informal discovery between the parties  
21 in these matters.

22 THE COURT: And has any discovery happened at all?

23 MR. PRINCE: We've exchanged some documents  
24 informally.

25 MR. WOLF: I have been served discovery demands.



1 They were held in abeyance. We thought the case would be  
2 settled. I have received some documents informally, but I  
3 don't think the matter is going to reach a settlement based on  
4 my last discussions with counsel.

5 THE COURT: And how much discovery do you think you  
6 need to do?

7 MR. PRINCE: Your Honor, we would request 90 days for  
8 fact discovery, and I don't think we need more than 30 days for  
9 expert discovery. We anticipate there would be some  
10 depositions as part of this, and I know it's the summer months,  
11 that could be difficult to schedule.

12 THE COURT: What's the amount that's being sought in  
13 this case?

14 MR. PRINCE: Twenty-five thousand, Your Honor.

15 THE COURT: Okay. I'm not going to give you 90 days  
16 and 30 days for a \$25,000 case, but I'll give you an extra 45  
17 days to do whatever you need to do, and then we'll have another  
18 conference and then we'll schedule this for trial.

19 MR. PRINCE: Thank you, Your Honor.

20 THE COURT: Okay. So submit an order that gives you  
21 until the beginning of August to finish your discovery, all  
22 discovery, and work together to get that done. And then we'll  
23 have a conference -- we'll have a pretrial conference on August  
24 11th.

25 MR. WOLF: Your Honor, could I just check my calendar





1 --

2 THE COURT: Yeah.

3 MR. WOLF: -- for freedom of that date? That's fine,  
4 Your Honor. I -- Your Honor, if I may, that'll be the holding  
5 date for all these matters going forward? Some of these will  
6 be adjourned, as well.

7 THE COURT: We could probably do that, yes.

8 MR. WOLF: Okay.

9 MS. AIELLO: Thank you, Your Honor.

10 THE COURT: Okay. Anything else?

11 MR. WOLF: Your Honor, then just jumping forward to  
12 the last page, around four defendants in default. So I had  
13 before Your Honor two notices of presentment for default  
14 judgments in these matters. I had told them before they were  
15 going to be signed by Your Honor.

16 The first one, 14-02396, IM Ready, LLC, what happened  
17 here was the default -- the notice of presentment of default  
18 judgment came back to me "Return to Sender," no good address,  
19 but it's all prior correspondence, that address was good  
20 service. So in an abundance of caution, I did not want to  
21 obtain a judgment now that I might not have given prior notice  
22 to this defendant. But like I said, the complaint --  
23 everything I've done in this case, I never had a problem with  
24 the address for years. And in fact, I had spoken to this  
25 defendant and I did have informal discovery where I sent over



1 documents supporting our claim, after which they stopped  
2 talking to me. So I need to -- a little more time to do a  
3 little more research in this, and we would ask to adjourn this  
4 matter to that August date.

5           The second one, 14-02413, SRJ, this matter, I pulled  
6 because prior to the Court signing the default judgment, a  
7 representative, a business manager of the defendant contacted  
8 our office. We've exchanged documents. We've also exchanged  
9 settlement offers. So I'm confident this one will be resolved,  
10 so I'd also ask if we could just adjourn this one to that  
11 August date, as well.

12           THE COURT: Okay.

13           MR. WOLF: And that concludes, at least, the matters  
14 being held solely by -- being handled solely by our office,  
15 Your Honor.

16           THE COURT: Okay.

17           MR. SKIFF: Morning, Your Honor. My name is Gregory  
18 Skiff. I'm here on behalf of the Chapter 7 trustee in the  
19 Starr matter, as well. I'm referring Your Honor to the notice  
20 of agenda that was filed yesterday with respect to the first  
21 matter under 0.3, pretrial conferences. It's Adversary  
22 Proceeding Number 14-02395, and that is the matter versus  
23 Harold Evans and Tina Brown.

24           The amount in controversy in that matter is  
25 \$98,410.19. There has been extensive amount of discovery



1 between the parties. We've exchanged thousands of pages of  
2 documents up until as late as last night, Your Honor. There  
3 has also been approximately eight depositions that have been  
4 taken, and the parties have exchanged settlement offers,  
5 although there have not been -- there has not been an agreement  
6 as of yet.

7 If opposing counsel would like to make his appearance  
8 for the record.

9 MR. GANT: Good morning, Your Honor. Scott Gant from  
10 Boies, Schiller and Flexner for the defendants, Mr. Evans and  
11 Ms. Brown. My colleague, Colleen Harrison should be maybe on  
12 the telephone.

13 THE COURT: Okay.

14 MR. GANT: You know, we're here for our status  
15 report, Your Honor. Mr. Skiff is correct, the discovery  
16 deadline in the case ended two days ago, this past Monday. We  
17 have completed discovery and substantially all of discovery  
18 issues have been resolved. As Mr. Skiff mentioned, there have  
19 been efforts to engage in settlement.

20 There is \$98,000 at issue, as well as the threat of  
21 attorney's fees and costs, which of course are of concern to my  
22 clients. There is great reluctance on the part of my clients  
23 to settle the case because there is, I think, no meaningful  
24 dispute that there was an oral agreement between Mr. Starr and  
25 Mr. Evans. They would not have to pay any more fees to Starr &



1 Company. We had several depositions that have corroborated  
2 that, as well as documents which also support that position,  
3 and our client is willing to pay because of the risk that they  
4 have that there will be a judgment and also the imposition of  
5 attorney's fees and costs. However, there's a limit to what  
6 they're willing to do, and they feel, in their words -- Mr.  
7 Evans testified to this in his deposition -- like they're being  
8 extorted. There is really no dispute that there was an  
9 agreement not to pay and that Mr. Starr had the authority to  
10 make that oral agreement between the defendants and Starr &  
11 Company.

12 MR. SKIFF: Just to speak to that, Your Honor. There  
13 absolutely is a dispute as to whether or not there's an  
14 agreement between Starr & Company and Harold Evans and Tina  
15 Brown that they would not have to pay for any services  
16 rendered, and I believe that as a result of the discovery  
17 that's been exchanged between the parties and the depositions  
18 that have been taken, it is far from certain whether such an  
19 agreement even existed, and to the extent an agreement did  
20 exist, to what services they pertain to and that -- for what  
21 period of time such an agreement would relate to.

22 THE COURT: All right. How long a trial do you think  
23 you'll have?

24 MR. GANT: Your Honor, if the case is tried, we think  
25 it'll be done in two days.



1 THE COURT: Do you agree with that?

2 MR. SKIFF: I would agree with that, Your Honor.

3 THE COURT: Does it need two days?

4 MR. GANT: It may take less, but you know better than  
5 we do, Your Honor, how these things tend to take longer than  
6 one expects, and I'm notoriously underestimating, so --

7 THE COURT: I've also -- I'm also learning very  
8 quickly that they tend to take whatever time is allotted to  
9 them.

10 MR. GANT: That's fair enough, Your Honor. It may be  
11 that we could do it in one day. It really -- it depends on  
12 who's on the witness list of each side, which of course, we  
13 don't know yet.

14 THE COURT: Yes.

15 MR. GANT: We took the depositions of everyone that  
16 was on the initial disclosures of the other side, which is --  
17 and they took depositions of the two defendants and the  
18 personal assistant of the defendants, which is how we got to  
19 eight. But I think several of those witnesses have no relevant  
20 information, so it may be that we could do it in fewer than two  
21 full days.

22 THE COURT: Okay. I'm going to direct you to submit  
23 a joint pretrial order on July 9th. We'll have a final  
24 pretrial conference on July 21st at 10 a.m.

25 MR. GANT: I'm sorry, what was the date?



1 THE COURT: July 21st. And how does July 30th look  
2 like as a trial date?

3 MR. SKIFF: Excuse me, Your Honor. May I check my  
4 schedule?

5 THE COURT: Yeah.

6 MR. GANT: I believe that's fine, Your Honor. If it  
7 turns out that there is an issue, if I could contact chambers.

8 MR. SKIFF: That's fine also, Your Honor.

9 THE COURT: Good. Okay.

10 MR. GANT: The only thing I wanted to mention, Your  
11 Honor, in candor is that I'm discussing with my clients the  
12 possibility of filing a motion for summary judgment. I presume  
13 that if the client elects to proceed in that manner that you  
14 would want to postpone the trial date. Perhaps that's not  
15 correct.

16 THE COURT: I would only postpone the trial date if I  
17 decided to grant summary judgment.

18 MR. GANT: Okay. Well, we'll make sure, if we file  
19 one, that we have it filed in time for you to consider it in  
20 advance of the trial date.

21 THE COURT: Thank you.

22 MR. GANT: Thank you, Your Honor.

23 MR. SKIFF: Your Honor, next, I'll refer you to  
24 Adversary Proceeding Number 14-02446. This is the matter  
25 versus Annie Liebovitz and her affiliated entities.



1           This action is -- the amount at controversy is  
2 \$1,035,096. There has been a motion to dismiss filed, and it's  
3 scheduled for a hearing on July 23rd, 2015. I believe the  
4 response from the Chapter 7 trustee is due in mid-July.

5           Your Honor, we understand that the discovery schedule  
6 is not stayed pursuant to the rules in this court when a motion  
7 to dismiss is filed, but if Your Honor would like to put -- for  
8 us to put off discovery while the motion is pending, we would  
9 just ask that we be given 90 days from the date it's heard to  
10 conduct discovery.

11           THE COURT: Are you asking to postpone discovery?  
12 Has the other side asked to postpone discovery?

13           MR. SKIFF: We have -- there's no discovery schedule  
14 at this time, so --

15           THE COURT: Oh, okay. There's no scheduling order in  
16 that matter at this point?

17           MR. SKIFF: No.

18           THE COURT: All right. Well, we'll just -- let's  
19 just hear the motion in July, and then we'll decide --

20           MR. SKIFF: Okay.

21           THE COURT: -- what to do. I see you have July 23rd.  
22 We may move that to July 21 to put you on the same date as your  
23 other matters.

24           MR. SKIFF: Okay. Okay. The next matter, Your  
25 Honor, is Adversary Proceeding 15-01100, and that's versus



1 Keith Barish. The amount at controversy is \$341,641.29.  
2 There, as well, a motion to dismiss has been filed and it's  
3 scheduled to be heard on July 1st, 2015. Again, there's no  
4 discovery schedule in effect, Your Honor, so if you would  
5 like --

6 MR. SNYDER: Good morning, Your Honor. This is  
7 Jeffrey Snyder with Bilzin Sumberg on behalf of the defendant  
8 in this adversary proceeding, Keith Barish, and with me on the  
9 phone this morning is my partner, Scott Baena.

10 THE COURT: Okay. Good morning.

11 MR. SNYDER: Good morning.

12 THE COURT: All right. So this one's scheduled for  
13 July 1st, did you say?

14 MR. SKIFF: Yes.

15 MR. SNYDER: Your Honor, I think it would be our --  
16 the defendant's view that an adjournment of 60 or 90 days of  
17 this status conference would make sense given all the possible  
18 outcomes of the motion to dismiss. Again, there's been no  
19 initial disclosures or discovery conference, and obviously we  
20 think -- you know, we think based on the attachments to the  
21 complaints and their inability to tell us what services were  
22 allegedly provided, that the quantum meruit claim and the  
23 accounts abated claim fail on their face.

24 MR. SKIFF: Your Honor, we would have no objection to  
25 that.





1 THE COURT: And I'm -- but I'm unclear. Have I  
2 issued a scheduling order on this one already?

3 MR. SKIFF: You have not.

4 MR. SNYDER: No, Your Honor.

5 THE COURT: And what is the request for now, to  
6 postpone the motion to dismiss or just postpone --

7 MR. SNYDER: No. No, Your Honor, just to roll the  
8 status conference until perhaps the September 22nd date that  
9 you mentioned earlier.

10 THE COURT: Well, if you're coming in on July 1st, we  
11 won't schedule anything else until we have that argument, and  
12 then we'll decide what to do then.

13 MR. SNYDER: That makes sense.

14 THE COURT: Okay?

15 MR. SKIFF: Your Honor, the next matter is Adversary  
16 Proceeding Number 15-01104. This is versus the H-R-D-Y, and  
17 it's a number of trusts, as well as I believe three entities.  
18 The amount at controversy there is \$13,212.50. An answer has  
19 been filed and -- but there has -- and the complaint was filed  
20 on May 1st, 2015, and the answer was filed thereafter. There's  
21 no scheduling order for that matter.

22 THE COURT: Okay.

23 MR. CRANER: Your Honor, I'm here on the Hrdy matter.  
24 Mitchel V. Craner, 60 East 42nd Street, New York, New York  
25 10165. Good morning, Judge.



1 THE COURT: Good morning. All right. I think I --  
2 you know the scheduling orders that I've been entering in these  
3 things, so if you'd just submit a proposed scheduling order  
4 with that -- with the usual parameters, I'll enter it.

5 MR. SKIFF: Okay. Thank you, Your Honor.

6 THE CLERK: What date (indiscernible)?

7 THE COURT: I'm sorry?

8 THE CLERK: What date (indiscernible)?

9 THE COURT: That'll depend on what the scheduling  
10 order says, so as part of the scheduling order, just put in the  
11 usual -- I usually allow three months for discovery of these,  
12 and just put in a date in September when you want to have the  
13 next conference.

14 MR. SKIFF: Okay. Thank you, Judge.

15 THE COURT: Okay. I think we already gave you a date  
16 in September for something else, so you might want to pick that  
17 same date.

18 MR. BRUH: Your Honor, I know we have the August 11th  
19 date. I didn't know what September date.

20 THE COURT: Okay. I probably gave September to  
21 somebody else.

22 MR. SKIFF: Next, Your Honor, under .5, arbitration,  
23 there's just one matter there, Adversary Proceeding Number  
24 14-01935. This is versus Ginley. The amount at controversy  
25 there is \$146,900. There is a stipulation and order



1 compelling --

2 THE COURT: I'm sorry, which one is this? I'm not  
3 finding it on my --

4 MR. SKIFF: It's on the last page, Your Honor --

5 THE COURT: You're looking at a different --

6 MR. SKIFF: -- of the notice of agenda that was filed  
7 yesterday.

8 MR. BRUH: Your Honor, it wouldn't technically, I  
9 guess, be on the Court's calender because it's been punted over  
10 to arbitration, but as a status conference as to all --

11 THE COURT: Okay.

12 MR. BRUH: -- matters pending, we thought to put it  
13 on our agenda.

14 THE COURT: So what's happening in that one?

15 MR. SKIFF: Your Honor, the parties were endeavoring  
16 to commence the arbitration proceeding, but it -- we became  
17 aware that some of the concerns that the defendant's counsel  
18 had had been alleviated, and so we think we may be able to  
19 stipulate to have the matter heard as -- in an adversary  
20 proceeding in this court. If that's possible, we would try and  
21 do that. And so, you know, we will obviously let the Court  
22 know as soon as possible if that is a possibility. If not, the  
23 parties will just go forward with the arbitration.

24 THE COURT: Okay.

25 MR. SKIFF: Lastly, Your Honor, turning back to .3



1 under pretrial conferences, Adversary Proceeding Number  
2 14-02415, this is versus Susan Jaffe Tane. The amount in  
3 controversy is \$12,000, and there has been a motion to dismiss  
4 filed. The oral argument is on for today, and my colleague,  
5 Bob Wolf, will be handling the oral argument on that.

6 THE COURT: Okay. Let's just hold that for a second  
7 because there's only one other matter that I don't think is  
8 going to take very long that we might as well get out of the  
9 way, the George Liakeas case.

10 (Recess taken at 11:10 a.m.)

11 (Proceedings resume at 11:12 a.m.)

12 THE COURT: All right. Let's go back to the Susan  
13 Tane matter.

14 MR. SOLOVAY: Good morning, Your Honor. I guess it's  
15 still morning.

16 THE COURT: Still morning, yes.

17 MR. SOLOVAY: I don't know whether Your Honor has had  
18 a chance to read all the papers.

19 THE COURT: I did.

20 MR. SOLOVAY: Okay. Then I won't show them. I'm --  
21 the motion was originally based on a deposition of Peter Lev,  
22 which is attached to the motion, one of the managing directors  
23 of Starr who handled --

24 THE COURT: Can you speak a little louder?

25 MR. SOLOVAY: -- managing director of Starr who



1 handled Ms. Tane's matters and the matters of several other  
2 clients that I referred to him. Our business -- our  
3 arrangement by then was not a business arrangement. We were, I  
4 would say -- well, I would say friends. I had helped him and  
5 his brother, as I think you know, end their partnership in Long  
6 Island, freeing Ken Starr to come here. I remained friendly  
7 with him. I think it was -- I could have done some work, legal  
8 work for him, but if so, it was minimal, but I did make the  
9 mistake of referring a number of clients to him.

10 I myself lost about a half-million dollars from a  
11 favor he did me, but I was never a full investor  
12 (indiscernible). But the deposition of Peter Lev I think  
13 provides more than enough grounds to dismiss this case.

14 THE COURT: But how is that a motion to dismiss --

15 MR. SOLOVAY: Yeah.

16 THE COURT: -- as opposed to a motion for summary  
17 judgment?

18 MR. SOLOVAY: It really should have been a motion for  
19 summary judgment. You're quite right, Your Honor, and I think  
20 that's a mistake in the motion. But to let you know what is  
21 involved in it, the dep -- and in terms of depositions, which  
22 by the way they are now seeking along with extensive discovery,  
23 despite the fact that they cross-examined -- everything that  
24 Ms. Tane knows was disclosed at this deposition, including all  
25 the documents that she had.



1 THE COURT: Has she testified?

2 MR. SOLOVAY: No, she hasn't testified. Peter -- and  
3 if she did testify, all she would testify is that these were  
4 the documents. They cross-examined her for probably -- not  
5 quite as long. It's -- if you look at the deposition  
6 transcript, the cross-examination starts about I'd say a little  
7 less timely than mine.

8 THE COURT: The witness who testified, how do you  
9 pronounce his name, Lev?

10 MR. SOLOVAY: Lev, L-E-V.

11 THE COURT: Lev.

12 MR. SOLOVAY: And he testified to an assortment of a  
13 rather unusual sampling, which I think is very compelling. He  
14 had some ten cases that he was handling after people who had  
15 been referred to him, like the clients of mine who came with  
16 him. And he had shown in this rather, well, meaningful sample  
17 that three of the cases were totally phony, that they had been  
18 paid. He came up with several other cases that were highly  
19 questionable, so as a pretty interesting sample -- and I, by  
20 the way, can give you a sample of one more --

21 THE COURT: Does Mr. Lev do work for Ms. Tane now?  
22 Is he --

23 MR. SOLOVAY: No, she does not. She does -- just  
24 full disclosure, he does represent a client -- at least one  
25 client of mine, a former client who uses his services, and I



1 think he felt compelled to test -- he was not a happy camper  
2 testifying, as he may have said in the deposition, and he  
3 corrected me on a number of things. But what he was very clear  
4 about was that these books are cooked and that they were never  
5 -- in the case of my client, what happened was that she had  
6 lost about a million dollars as it turns out. And as he was  
7 getting out -- started getting out, you know, sending back to  
8 her family money manager, fiduciary trust, it took a while for  
9 her to get out. She had directed stop the music to Peter, and  
10 he had agreed, and he had told Ken Starr that the billing that  
11 she received the next year was totally inappropriate.

12 But not only was it inappropriate, but it was totally  
13 the wrong amount because by then she had lost close to a  
14 million, so the billing was based on her original investment  
15 percentage, and it was even sent to the wrong address. They  
16 didn't change the address. They just kept going with the  
17 cooked books, and Lev was very clear on that part about how he  
18 and others by 2010 were very, very well aware that the books  
19 were cooked.

20 And he had many, many complaints to Starr about it.  
21 He had gone to Starr and told him several times that the  
22 billing to my client, to Ms. Tane, was inappropriate. They  
23 didn't pay any attention, and obviously you know the reason  
24 why. He was in big trouble at that time.

25 THE COURT: Well, I did read through the testimony.



1 Maybe the books were cooked as to your client. I don't know.  
2 I'm not prepared to find that every single record that was ever  
3 created at Starr was a forgery.

4 MR. SOLOVAY: Of course not.

5 THE COURT: I don't think anybody went that far in  
6 their testimony. And so I don't see how I could dismiss this  
7 case based on that deposition, which is factual matter. I need  
8 to have a hearing, and if you want to cut off discovery, that  
9 doesn't seem appropriate to me. You may believe that Ms. Tane  
10 has nothing to add, but the trustee is entitled to hear that  
11 from Ms. Tane herself and to pursue it. If you think that the  
12 trustee is pursuing something that the trustee should have  
13 abandoned, I'll hear that application then.

14 MR. SOLOVAY: I don't think it; I know it, Your  
15 Honor.

16 THE COURT: Yeah. I'll hear -- if that's what you  
17 think once discovery is done, I'll hear that application at an  
18 appropriate time, but I'm not going to tell the trustee that,  
19 based on what's happened so far, he has to stop.

20 MR. SOLOVAY: Well, Your Honor --

21 THE COURT: I don't know all the facts. I don't know  
22 the accounting records that the trustee has seen. I don't know  
23 what's prompting the trustee to proceed. I don't have the  
24 basis to say based on Rule 11 today that the entire thing needs  
25 to come to an end. I think -- hopefully, if your client





1 doesn't have any other documents, that all that should be left  
2 then is a simple deposition, and then this case can be ready  
3 for trial.

4 MR. SOLOVAY: That's true, but I do have -- I may  
5 have goofed, and I did on the notice of motion for dismissal as  
6 opposed to summary judgment, but I think I have presented a  
7 motion that Your Honor could and should entertain, at least at  
8 the time as you have the other hearing. That is a motion under  
9 Section 487 of the New York Judiciary Law against the trustee's  
10 law firm, and I think there's going to be a good bit of  
11 evidence to the effect that they have deliberately ignored  
12 showings, concrete showings, that the matters they are pursuing  
13 are rigged.

14 To go back to cooked books, I think that you'll find  
15 a lot of evidence that they have ignored and shoved aside  
16 evidence that these books -- I mean, look, for example, here as  
17 to Susan Tane --

18 THE COURT: I would need to have a factual hearing on  
19 that, and it is not something --

20 MR. SOLOVAY: You would, yes.

21 THE COURT: -- it is not something that I would do in  
22 the absence of testimony by Ms. Tane herself.

23 MR. SOLOVAY: Well, we can -- I can get you other  
24 testimony, including Lev's.

25 THE COURT: No. I think what you need to do is let



1 the trustee take Ms. Tane's deposition.

2 MR. SOLOVAY: Yes.

3 THE COURT: Now, if, at the end of this, if I decide  
4 you're right --

5 MR. SOLOVAY: Yes.

6 THE COURT: -- I will do the right thing.

7 MR. SOLOVAY: Okay.

8 THE COURT: But I'm not prepared to stop a simple  
9 discovery process right dead in its tracks to have a pretrial  
10 trial --

11 MR. SOLOVAY: Okay.

12 THE COURT: -- on a judiciary act claim. We're going  
13 to do this in an efficient way. The trustee is entitled to  
14 take his deposition. I will hear -- if you -- if there's a  
15 trial, I will hear the evidence. If I decide that you're right  
16 and that, based on the evidence I hear at trial, absolutely  
17 none of this should have been pursued at all, then I'll do the  
18 appropriate thing at that time. But I'm not going to --

19 MR. SOLOVAY: May I ask --

20 THE COURT: -- have two trials of the matter or try  
21 to prejudge it.

22 MR. SOLOVAY: May I ask Your Honor that at that trial  
23 you hear that part, as well as the part about Ms. Tane? I  
24 don't have any question that you will quickly dismiss the case  
25 against Ms. Tane because even the amount that's asked can't be



1 right. She had lost a million dollars, withdrew some, so --  
2 and they kept charging the same amount, and that's not in  
3 dispute. So the amount that they're asking has to be wrong,  
4 and that -- and I can give you another illustration. One of  
5 the examples that is also presented by Lev, a client of his by  
6 the way whom I had referred way back, a woman for whom I had  
7 gotten a \$5 million recovery or severance pay, and she rippled  
8 through it. She went through \$5 million like a hot knife  
9 through butter.

10 She had no money left, and they are still bill --  
11 were still billing her, and they were still proceeding, and  
12 they would not have done, except that at the end, Lev finally  
13 showed them that she had no money. If they got judgment, they  
14 couldn't and wouldn't collect it. It didn't stop them from --  
15 when they were told originally that she had little to no money  
16 left there, but it did stop them that they weren't going to  
17 collect it. So I do think Your Honor may find some misconduct  
18 on the part of the trustee's lawyers.

19 THE COURT: Okay. How much is left on your discovery  
20 period in this case?

21 MR. SOLOVAY: Mine?

22 THE COURT: The --

23 MR. SOLOVAY: I don't need any more. I've got Peter  
24 Lev's deposition, and that's -- and by the way, we have an  
25 interesting article from the Post. I don't know if Your Honor



1 has seen it, that --

2 MR. WOLF: Your Honor, I don't think this is  
3 appropriate.

4 MR. SOLOVAY: -- gives additional information, I  
5 think rather concrete information about this.

6 THE COURT: I don't --

7 MR. SOLOVAY: The reporter did an amazing job.

8 THE COURT: I don't want to hear --

9 MR. SOLOVAY: Okay.

10 THE COURT: I don't want to hear hearsay news reports  
11 about this.

12 MR. SOLOVAY: I understand that, Your Honor, but it  
13 is -- I do -- she did an amazing research job, I must say.

14 MR. WOLF: Well, with regard to discovery, the  
15 scheduling order cut off discovery as of the past week. We had  
16 previously noticed the deposition of Ms. Tane. She has not  
17 appeared. I was told by counsel she was not going to be  
18 appearing.

19 MR. SOLOVAY: Not pending --

20 MR. WOLF: We also asked for documents to be produced  
21 by her which should have been produced over a week ago. No  
22 documents have been produced. There has been no written  
23 objection. And I'd also like to just note for Your Honor, this  
24 motion to dismiss is not really, as I believe Your Honor  
25 pointed out, a motion to dismiss. It does not attack the



1 allegations in the complaint. But there is an overriding issue  
2 here, and it does pertain, if I may, not just to this  
3 particular proceeding, but to others that may be the subject in  
4 the future motion to dismiss or whatever.

5 Yes, Mr. Starr is serving a prison term. He did  
6 plead guilty to several counts of mail fraud and related  
7 fraudulent acts. What he pleaded guilty to related almost  
8 primarily, if not exclusively, to the activities of himself  
9 personally and of the debtor entity called Starr Investment  
10 Advisors, LLC, which was a financial advisory firm. He engaged  
11 in putting people's clients into very risky investments. He  
12 may have absconded with some of the money that was supposed to  
13 be made for those investments.

14 But there was another business of Mr. Starr, and that  
15 is of the debtor, Starr & Company, LLC, which was a legitimate  
16 business. It was an accounting and financial housekeeping  
17 business. Starr & Company had employees who prepared, on  
18 behalf of their clients, annual tax returns, not just for their  
19 individual returns but for their company's returns. A number  
20 of these clients had employees for whom payroll taxes had to be  
21 deducted. Starr & Company employees prepared quarterly memos  
22 to these clients as to how much had to be taken out and  
23 withheld from the salary payments made to these employees. He  
24 helped them with loan -- financial loan applications and did  
25 other financial housekeeping for them because a number of these



1 clients who did not write their own checks or keep tallies of  
2 their own personal expenses. Starr & Company did that.

3           The defendant, Tane, and other defendants may dispute  
4 how much those services were worth, they may dispute the extent  
5 of the services performed, but the fact is that services were  
6 performed, and they were performed for Ms. Tane also. That's  
7 what is at issue here, and the trustee is not in the business  
8 of trying to extort or coerce monies out of these various  
9 clients. He's relying on records that he and his accountants  
10 have gone through meticulously and adjusted, where necessary,  
11 to try to claim for those legitimate services that were  
12 performed.

13           Where there's been an adjustment needed where the  
14 defendant has shown that the services were paid for, the  
15 trustee has either withdrawn the claim or he's adjusted it  
16 downward. And as Your Honor can see from today from prior  
17 conferences before the Court, he -- his law office and my firm  
18 have settled numerous matters with regard to these various  
19 services.

20           The trustee is not representing Mr. Starr here. He  
21 represents the estate and its creditors. That's who he's  
22 acting for --

23           THE COURT: Right.

24           MR. WOLF: -- notwithstanding whatever newspapers  
25 counsel here may be referring to.



1 MR. SOLOVAY: May I --

2 MR. WOLF: So I think Your Honor --

3 THE COURT: I understand, and I really -- we're  
4 getting into argument that's more appropriate for the trial.

5 MR. WOLF: I agree, Your Honor.

6 THE COURT: I denied the motion to dismiss.

7 MR. SOLOVAY: I just had one comment to make, Your  
8 Honor.

9 THE COURT: Okay.

10 MR. SOLOVAY: First about documents, they have  
11 virtually all of documents that Susan Tane has and some of them  
12 from -- they have them as exhibits. They have them already.

13 Secondly, Peter Lev's testimony about the nature of  
14 the documents -- second, those documents show that in '07, when  
15 Ms. Tane had lost about close to a million, she withdrew, got a  
16 new accountant, and had no services of any sort --

17 THE COURT: Okay, stop.

18 MR. SOLOVAY: -- and --

19 THE COURT: I'm not going to hear the merits today.

20 MR. SOLOVAY: No, that's right, but the merits are  
21 clear --

22 THE COURT: Virtually all documents is not all  
23 documents.

24 MR. SOLOVAY: Pardon me?

25 THE COURT: Virtually all documents is not all



1 documents.

2 MR. SOLOVAY: That's --

3 THE COURT: I'm going to direct you --

4 MR. SOLOVAY: Perhaps, but what is true --

5 THE COURT: -- to produce --

6 MR. SOLOVAY: -- what is true is that what he is  
7 describing about the books is very, very sharply refuted by  
8 Peter Lev, who should be further examined --

9 THE COURT: That's fine.

10 MR. SOLOVAY: -- of course, as a witness.

11 THE COURT: All documents that the trustee has asked  
12 for are to be produced by July 8th. The deposition of Ms. Tane  
13 will happen on or before July 22. I expect you to work  
14 together in good faith to get that done. I want a joint  
15 pretrial order on July 31st, and we'll have a final pretrial  
16 conference on August 11th and we'll pick a trial date at that  
17 time --

18 MR. SOLOVAY: Okay.

19 THE COURT: -- if you haven't otherwise resolved  
20 this.

21 MR. SOLOVAY: Will that be on an order? I hadn't  
22 made notes.

23 THE COURT: I'm sorry?

24 MR. SOLOVAY: Will those dates be on an order?

25 THE COURT: Yes, we'll put them in an order.





1 MR. SOLOVAY: Thanks very much, Your Honor.

2 THE COURT: Okay.

3 MR. SOLOVAY: But as I say --

4 MR. WOLF: Thank you very much, Your Honor.

5 MR. SOLOVAY: -- we have -- I must tell you we have  
6 produced so far virtually all the documents that Susan Tane --

7 THE COURT: Okay. Just finish it. Get them done by  
8 July 8th.

9 MR. SOLOVAY: Thanks, Your Honor.

10 THE COURT: Okay. I think that's it.

11 MR. WOLF: Yes, Your Honor.

12 UNIDENTIFIED: Thank you, Your Honor.

13 UNIDENTIFIED: Thank you very much for your time,  
14 Your Honor.

15 UNIDENTIFIED: Thank you.

16 (Concluded at 11:29 a.m.)

17 \* \* \* \* \*

18

19

20

21

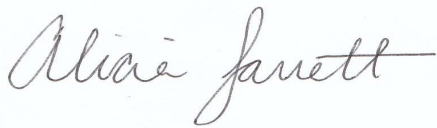
22

23



C E R T I F I C A T I O N

I, Alicia Jarrett, court approved transcriber,  
certify that the foregoing is a correct transcript from the  
official electronic sound recording of the proceedings in the  
above-entitled matter, and to the best of my ability.



DATE: July 14, 2015

ALICIA JARRETT, AAERT NO. 428

ACCESS TRANSCRIPTS, LLC

C E R T I F I C A T I O N

I, Lisa Luciano, court-approved transcriber, hereby  
certify that the foregoing is a correct transcript from the  
official electronic sound recording of the proceedings in the  
above-entitled matter.



LISA LUCIANO, AAERT NO. 327

DATE: July 15, 2015

ACCESS TRANSCRIPTS, LLC



C E R T I F I C A T I O N

I, Ilene Watson, court-approved transcriber, hereby  
certify that the foregoing is a correct transcript from the  
official electronic sound recording of the proceedings in the  
above-entitled matter.



ILENE WATSON, AAERT NO. 447

DATE: July 15, 2015

ACCESS TRANSCRIPTS, LLC

